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*Attorneys for Plaintiff The Continental  
Insurance Company*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

THE CONTINENTAL INSURANCE  
COMPANY,

Plaintiff,

vs.

JOHN JOSEPH COTA; REGAL STONE  
LIMITED; FLEET MANAGEMENT LTD.;  
and the *M/V COSCO BUSAN*, LR/IMO Ship  
No. 9231743 her engines, apparel, electronics,  
tackle, boats, appurtenances, etc., *in rem*,

Defendants.

**COMPLAINT FOR DECLARATORY  
RELIEF AND DAMAGES**

**PLAINTIFF THE CONTINENTAL INSURANCE COMPANY  
ALLEGES THE FOLLOWING:**

**SUBJECT MATTER JURISDICTION**

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1333 (admiralty jurisdiction), in that, as set forth more fully below, the action concerns a maritime contract; specifically, a contract of marine insurance.

2. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 (diversity jurisdiction), in that, as set forth more fully below, there is complete diversity of

1 citizenship between the plaintiff and the defendants, and the amount in controversy as to each  
2 defendant exceeds \$75,000.

3 3. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1367  
4 (supplemental jurisdiction), in that, as set forth more fully below, one or more claims asserted  
5 herein, if not within the Court's admiralty or diversity jurisdiction, is within the Court's original  
6 jurisdiction thereby giving the Court supplemental jurisdiction over all other claims that are so  
7 related to claims in the action within such original jurisdiction that they form part of the same  
8 case or controversy.

9 **VENUE AND INTRADISTRICT ASSIGNMENT**

10 4. Venue is proper pursuant to 28 U.S.C. § 1391 in that, as set forth more fully  
11 below, the a substantial part of the events or omissions giving rise to this claim occurred in the  
12 County of San Francisco. Pursuant to Local Rule 3-2(c-d), this action is assignable to the San  
13 Francisco Division or the Oakland Division, because a substantial part of the events or  
14 omissions giving rise to this claim occurred in the County of San Francisco.

15 **FIRST CAUSE OF ACTION**

16 **(Declaratory Relief—Against Cota)**

17 5. The Continental Insurance Company ("Continental") is a citizen of Pennsylvania  
18 and Illinois. Continental is a corporation organized and existing under the laws of  
19 Pennsylvania. Continental's principal place of business is in Chicago, Illinois.

20 6. Captain John Joseph Cota ("Cota") is a citizen of California. Cota is domiciled  
21 in and is a resident of California.

22 7. Cota was licensed by the United States Coast Guard and the State of California  
23 as a pilot.

24 8. Cota is a member of the San Francisco Bar Pilots Association ("the SF Bar  
25 Pilots"), an association of persons who guide vessels entering or exiting the waters of San  
26 Francisco Bay.

1           9.       Continental issued a policy of insurance, No. H856049 ("the Policy"), to the SF  
2 Bar Pilots, the San Francisco Bar Pilots Benevolent Association, and their officers, employees,  
3 and individual member pilots, including Cota.

4           10.      A true and correct copy of the Policy is attached hereto as **Exhibit A**.

5           11.      While the Policy was in effect, on November 7, 2007, Cota was hired to pilot and  
6 did pilot the *M/V Cosco Busan* while it was exiting the Port of Oakland to depart from San  
7 Francisco Bay.

8           12.      While Cota was piloting the *M/V Cosco Busan*, it allided with and struck the  
9 Delta span of the San Francisco-Oakland Bay Bridge.

10          13.      In connection with the allision, the United States Department of Justice and  
11 United States Attorney's Office, commenced a criminal investigation ("the Criminal  
12 Investigation") in which Cota was identified as a "target."

13          14.      Cota demanded that Continental defend him (or indemnify him against his costs  
14 of his defense) in connection with the Criminal Investigation.

15          15.      Continental declined to defend Cota or indemnify him against his costs of his  
16 defense in connection with the Criminal Investigation.

17          16.      On March 17, 2008, the United States Department of Justice, United States  
18 Attorney's Office, filed criminal charges ("the Criminal Complaint") against Cota.

19          17.      Attached hereto as **Exhibit B** is a true and correct copy of the Criminal  
20 Complaint.

21          18.      Cota demanded that Continental defend him (or pay for costs of his defense) in  
22 connection with the Criminal Complaint.

23          19.      Continental declined to defend Cota or pay for costs of his defense in connection  
24 with the Criminal Complaint.

25          20.      Cota continues to contend that Continental was obligated to defend him (or pay  
26 for costs of his defense) in connection with the Criminal Investigation and that Continental is  
27 obligated to defend him (or pay his defense costs) in connection with the Criminal Complaint.

28

1           21. Continental continues to deny that it was obligated to defend him (or pay for  
2 costs of his defense) in connection with the Criminal Investigation and continues to deny that  
3 Continental is obligated to defend him (or pay his defense costs) in connection with the  
4 Criminal Complaint. However, Continental has offered to defend Cota (or pay for costs of  
5 defense) while this action is pending, without prejudice to this action and subject to a full  
6 reservation of rights.

7           22. There exists an actual and justicable controversy between Cota and Continental.

8           23. The controversy can be resolved by a judicial declaration of the parties' rights  
9 and obligations under the Policy and the law.

10  
11           WHEREFORE, Continental prays for relief as set forth below.

12  
13                                   **SECOND CAUSE OF ACTION**

14           **(Indemnity—By Subrogation—Against Regal Stone, Fleet Management and *M/V Cosco***  
15                                   ***Busan*)**

16           24. Continental incorporates by reference the allegations of paragraphs 1 to 23 above  
17 and realleges them as if set forth fully herein.

18           25. At all material times herein, Regal Stone Limited ("Regal Stone") is a citizen of a  
19 foreign nation headquartered in Hong Kong, Special Administrative Region of the People's  
20 Republic of China.

21           26. At all material times herein, Fleet Management Ltd. ("Fleet Management") is a  
22 citizen of a foreign nation headquartered in Hong Kong, Special Administrative Region of the  
23 People's Republic of China.

24           27. At all material times herein, the *M/V Cosco Busan*, LR/IMO Ship No.: 9231743,  
25 her engines, apparel, electronics, tackle, boats, appurtenances, etc., *in rem* ("*Cosco Busan*"), was  
26 flagged in Hong Kong and was, on November 7, 2007, within the navigable waters of this  
27 District and within the jurisdiction of this Court.

28. At all material times herein, Regal Stone and Fleet Management was each an owner, operator, or demise or bareboat charterer of the *Cosco Busan*.

29. California Harbors & Navigations Code § 1198(c) provides, in pertinent part:

Every vessel, owner, operator, or demise or bareboat charterer hiring a pilot with a state license for the Bays of San Francisco, San Pablo, and Suisun shall either defend, indemnify, and hold harmless pilots pursuant to paragraph (1), or alternatively, notify pilots of an intent to pay for trip insurance to paragraph (2). If a vessel or its owner, operator, or demise or bareboat charterer does not provide written notice pursuant to paragraph (2) of an intent to exercise the trip insurance option, then the vessel and its owner, operator, and demise or bareboat charterer will be deemed to have elected the obligation to defend, indemnify, and hold harmless pilots pursuant to paragraph (1).

(1) (A)\*\*\*

(B) A vessel subject to this paragraph and its owner, operator, and demise or bareboat charterer shall defend, indemnify, and hold harmless the pilot, any organization of pilots to which the pilot belongs, and their officers and employees, with respect to liability arising from any claim, suit, or action, by whomsoever asserted, resulting in whole, or in part, from any act, omission, or negligence of the pilot, any organization of pilots to which the pilot belongs, and their officers and employees....

(C) \*\*\*\*\*

(D) A pilot who is the prevailing party shall be awarded attorneys' fees and costs incurred in any action to enforce a right of indemnification provided pursuant to this subdivision.

30. Regal Stone, Fleet Management, and the *Cosco Busan* hired Cota to pilot the *Cosco Busan*.

31. Neither Regal Stone, Fleet Management, nor the *Cosco Busan* notified Cota or anyone else of an intent to pay for trip insurance to paragraph (2) of Harbors and Navigations Code § 1198(c).

32. Consequently, Regal Stone, Fleet Management, and the *Cosco Busan* are deemed to have elected to defend, indemnify, and hold harmless Cota pursuant to paragraph (1) of Harbors and Navigations Code § 1198(c).

33. In connection with the allision, civil actions were brought by the United Department of Justice, Torts Branch entitled: *United States v. M/V Cosco Busan, et al.* (U.S.D.C. N.D. Cal. Case No.: 07-cv-06045) and by other classes of civil plaintiffs in actions entitled: *Chelsea LLC et al. v. Regal Stone, Ltd., et al.* (U.S.D.C. N.D. Cal. Case No.: 07-cv-05800) and *Shogren Living Trust et al. v. Regal Stone, Ltd., et al.* (U.S.D.C. N.D. Cal. Case No.: 07-cv-05926) (collectively, "the Civil Actions"). These cases were deemed related by Judge Samuel Conti on December 11, 2007.

34. Under Harbors and Navigations Code § 1198(c), Cota tendered his defense in the Civil Actions to Regal Stone, Fleet Management, and the *Cosco Busan*.

35. Initially, Regal Stone, Fleet Management, and the *Cosco Busan* declined to defend Cota.

36. Under the Policy, Cota tendered his defense in the Civil Actions to Continental.

37. Under a reservation of rights, Continental accepted the tender and appointed counsel for Cota at Continental's expense.

38. While defending Cota, Continental demanded that Regal Stone, Fleet Management, and the *Cosco Busan* assume the defense and reimburse Continental for defense costs incurred.

39. Only after several months did Regal Stone, Fleet Management, and the *Cosco Busan* assume the defense of Cota.

40. In the meantime, Continental incurred at least \$315,321.31 for attorneys' fees, experts' fees, and other defense-related costs.

41. Neither Regal Stone, Fleet Management, nor the *Cosco Busan* has reimbursed Continental for any portion of those costs.

42. Having defended Cota and paid his defense costs, Continental is subrogated to his legal rights, including his rights to defense and indemnification by Regal Stone, Fleet Management, and the *Cosco Busan* under Harbors and Navigations Code § 1198(c).

43. Additionally, or alternatively, Continental is directly entitled to equitable indemnity Regal Stone, Fleet Management, and the *Cosco Busan*.

44. By subrogation to Cota's indemnity rights, and/or by direct indemnity rights, Continental is entitled to recover from Regal Stone, Fleet Management, and the *Cosco Busan* the costs incurred by Continental in defending Cota in connection with the Civil Actions.

45. Pursuant to Harbors & Navigations Code § 1198(c)(1)(D), Continental is also entitled to recover attorneys' fees that it has and will continue to incur to enforce the obligations of Regal Stone, Fleet Management, and the *Cosco Busan* to defend and indemnify Cota in connection with the Civil Actions.

WHEREFORE, Continental prays for relief as set forth below.

### **THIRD CAUSE OF ACTION**

#### **(Declaratory Relief—Against Regal Stone, Fleet Management, and *M/V Cosco Busan*)**

46. Continental incorporates by reference the allegations of paragraphs 1 to 45 above and realleges them as if set forth fully herein.

47. The intent of Section C ("Pilot's Contingent Legal Liability") of the Policy is to cover, subject to the terms and conditions of the Policy (including certain exclusions and limitations), the legal liabilities of a pilot that are within the exculpatory and indemnification clauses of Harbors & Navigations Code § 1198(c), in the event (and only in the event) that the vessel, its owners, operators, and/or charterers (collectively, "Vessel Interest") should refuse or be unable to defend and indemnify the pilot.

48. Cota contends that under Harbors & Navigations Code § 1198(c), if a vessel, its owners, operators, and/or charterers elect not to purchase trip insurance, then they are obligated to defend and indemnify the pilot not only against civil liability but also against criminal liability.

49. On that basis, and because Regal Stone, Fleet Management, and the *Cosco Busan* did not purchase trip insurance, Cota contends that Regal Stone, Fleet Management, and the *Cosco Busan* are obligated to defend and indemnify him in connection with the Criminal Investigation and the Criminal Complaint.

50. On that basis, and because Regal Stone, Fleet Management, and the *Cosco Busan* have refused to defend and indemnify Cota in connection with the Criminal Investigation and

1 the Criminal Complaint, Cota contends that Section C of the Policy is triggered and that  
2 Continental is obligated to defend and indemnify him.

3 51. Continental denies that Harbors & Navigations Code § 1198(c) requires a vessel,  
4 its owners, operators, and/or charterers to defend and indemnify the pilot against criminal  
5 liability.

6 52. For that reason, among others, Continental denies that the refusal of Regal Stone,  
7 Fleet Management, and the *Cosco Busan* to defend and indemnify Cota in connection with the  
8 Criminal Investigation and the Criminal Complaint gives rise to any duty on Continental's part  
9 to provide such defense and indemnity.

10 53. However, if the Court finds that Cota's interpretation of Harbors & Navigations  
11 Code § 1198(c) is correct—and if, on that basis (and notwithstanding the terms and conditions  
12 of the policy), the Court finds that Continental may have a duty to defend and indemnify—then  
13 necessarily, Regal Stone, Fleet Management, and the *Cosco Busan* will have a duty to defend  
14 and indemnify Cota in connection with the Criminal Investigation and the Criminal Complaint.

15 54. Continental contends that as between (a) Continental, on the one hand, and (b)  
16 Regal Stone, Fleet Management, and the *Cosco Busan*, on the other hand, Regal Stone, Fleet  
17 Management, and the *Cosco Busan* have the primary duty to defend and indemnify Cota and  
18 that Continental should have no obligation to assume or contribute to his defense or  
19 indemnification unless and until the duties of Regal Stone, Fleet Management, and the *Cosco*  
20 *Busan* are somehow excused or exhausted.

21 55. Continental is informed and believes and on that basis alleges that Regal Stone,  
22 Fleet Management, and the *Cosco Busan* dispute Continental's contentions.

23 56. There exists an actual and justicable controversy between Continental and Regal  
24 Stone, Fleet Management, and the *Cosco Busan*.

25 57. The controversy can be resolved by a judicial declaration of the parties' rights  
26 and obligations under the Policy and the law.

27 WHEREFORE, Continental prays for relief as set forth below.

28 ///



PRAYER

As relief for the causes of action set forth above, Continental prays:

1. For a judicial declaration:

(a) that Continental has no duty to defend or indemnify Cota in connection with the Criminal Investigation or the Criminal Complaint;

(b) *or, in the alternative*, that Regal Stone, Fleet Management, and the *Cosco Busan* are obligated to defend and indemnify Cota and that Continental shall have no duty to contribute to or assume his defense or indemnification unless and until the duties of Regal Stone, Fleet Management, and the *Cosco Busan* are excused or exhausted.

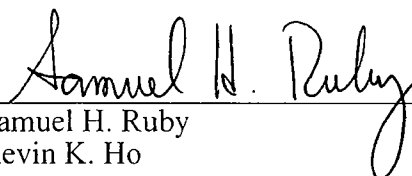
2. For a judgment of damages against Regal Stone, Fleet Management, and the *Cosco Busan* in the approximate amount of \$315,321.31, to be proven at trial, plus prejudgment interest, plus attorneys' fees pursuant to Harbors & Navigations Code § 1198(c)(1)(D);

3. For costs of suit; and

4. For such other and further relief as the Court may deem just and proper.

DATED: April 21, 2008

BULLIVANT HOUSER BAILEY PC

By   
Samuel H. Ruby  
Kevin K. Ho

Attorneys for Plaintiff The Continental Insurance Company

10518852.1

FILE COPY

<b>(a) PLAINTIFFS</b> THE CONTINENTAL INSURANCE COMPANY		<b>DEFENDANTS</b> JOHN JOSEPH COTA; REGAL STONE LIMITED; FLEET MANAGEMENT LTD.; and the M/V COSCO BUSAN, LR/IMO Ship No. 9231743 her engines, apparel, electronics, tackle, boats, appurtenances, etc., <i>in rem</i>
<b>(b) County of Residence of First Listed Plaintiff ILLINOIS</b> (EXCEPT IN U.S. PLAINTIFF CASES)		County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)
<b>(c) Attorney's (Firm Name, Address, and Telephone Number)</b> Samuel H. Ruby (SBN 191091)/Kevin K. Ho (SBN 233408) BULLIVANT HOUSER BAILEY PC 601 California Street, Suite 1800 San Francisco, CA 94108 (415-352-2700/fax:415-352-2701)		NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED. Attorneys (If Known)

E-filing

<b>I. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)		<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)			
<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	Citizen of This State	PTF <input type="checkbox"/> 1 DEF <input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State.	PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input checked="" type="checkbox"/> 5 <input type="checkbox"/> 5
		Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6

<b>V. NATURE OF SUIT</b> (Place an "X" in One Box Only)					
<b>CONTRACT</b>	<b>TORTS</b>		<b>FORFEITURE/PENALTY</b>	<b>BANKRUPTCY</b>	<b>OTHER STATUTES</b>
<input checked="" type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury — Med. Malpractice	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury — Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 660 Occupational Safety/Health		<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<b>LABOR</b>	<b>SOCIAL SECURITY</b>	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 861 HIA(1395ff)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 890 Other Statutory Actions
			<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 891 Agricultural Acts
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<b>PRISONER PETITIONS</b>	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<b>IMMIGRATION</b>	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<b>Habeas Corpus:</b>	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing: Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other			<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights			
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition			

<b>7. ORIGIN</b> (Place an "X" in One Box Only)		Transferred from		Appeal to District	
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation
					<input type="checkbox"/> 7 Judge from Magistrate Judgment

<b>4. CAUSE OF ACTION</b>	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §1332, 1333 and 1367	
	Brief description of cause: DECLARATORY RELIEF, INDEMNITY	
<b>II. REQUESTED IN COMPLAINT:</b>	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$ 315,321.31
<b>III. RELATED CASE(S) IF ANY</b>	PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".	
	CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

DATE 4/21/08 SIGNATURE OF ATTORNEY OF RECORD Samuel H. Parly